UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
Charlottesville Division

In Re:

BARRY SPENCER WEBB,

Debtor. Case No: 16-61525-RCC

SUNTRUST BANK,

Movant, Chapter 13

v.

BARRY SPENCER WEBB,
HERBERT L. BESKIN, Trustee,

Respondents.

NOTICE TO PARTIES IN INTEREST

Notice is hereby given that a Hearing will be held before the United States Bankruptcy Court on December 15, 2016 at 09:30 AM, or as soon thereafter as counsel may be heard, in the United States Courthouse, U.S. Courthouse, Room 200, 255 West Main Street, Charlottesville, VA 22902, to consider and act upon a Motion of SunTrust Bank for relief from the automatic stay against Debtor filed herein on behalf of Movant.

SUNTRUST BANK

By /s/ Melissa M. Watson Goode_____________
Of Counsel

CERTIFICATE OF SERVICE

I hereby certify that on November 14, 2016, a true copy of the foregoing Notice to Parties in Interest was submitted for electronic transmission to Steven Shareff, Attorney for Debtor, and to Herbert L. Beskin, Trustee, and was mailed, first class, postage prepaid to Barry Spencer Webb, Debtor, at 285 Turkey Ridge Road, Charlottesville, VA 22903.

/s/ Melissa M. Watson Goode____________

Melissa M. Watson Goode, VSB #73516
Robyn D. Pepin, VSB #77784
Kelly Rae Gring, VSB #75999
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Attorneys for SunTrust Bank

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
Charlottesville Division

In Re:

BARRY SPENCER WEBB,

Debtor. Case No: 16-61525-RCC

SUNTRUST BANK,

Movant, Chapter 13

v. Motion No.

BARRY SPENCER WEBB,
HERBERT L. BESKIN, Trustee,

Respondents.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE REBECCA B CONNELLY:

Your Movant, SunTrust Bank, respectfully represents as follows:

1. That this is a core proceeding within the meaning of the Bankruptcy Code and Rules.

2. That on July 28, 2016, the above-named Debtor filed a voluntary Petition for relief in this Court pursuant to Chapter 13 of the Bankruptcy Code.

3. That Herbert L. Beskin was appointed Trustee of the property, has qualified and is now acting.

4. That at the time of the filing of the Debtor`s Petition herein, the Debtor had an ownership interest in certain real property and improvements having a street address of 285

Turkey Ridge Road, Charlottesville, VA 22903, located in the County of Albemarle, VA, more particularly described as follows:

> The land referred to in this Commitment is described as follows:
>
> All that certain lot or parcel of land situated in Albemarle County, Virginia, together with the appurtenances thereto belonging, designated as Lot No. 67, Section 2 of Peacock Hill Subdivision on a plat of John McNair and Associates, of record in the Clerk`s Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 589, pages 212 through 219.
>
> Being the same property acquired by deed from Barry S. Webb and Amy M. Webb, dated July 15, 2003, recorded May 13, 2004, in Deed Book 2750, page 20, among the land records of the County of Albemarle, Virginia.

5. That the Movant is the holder and/or servicer of a Note dated January 31, 2008, in the original principal amount of $50,000.00 with variable rate interest thereon from said date at the rate established in said Note, secured by a Deed of Trust on said real property and improvements recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, VA, on which there is an unpaid principal balance owing to the Movant of $37,935.41 as of November 4, 2016.

6. That the Debtor has defaulted in the payment of the post-petition payments due the Movant in connection with the aforesaid Deed of Trust Note indebtedness totaling the sum of $534.22, which payments were to be made by the Debtor directly to the Movant outside of the Debtor`s Chapter 13 Plan. The Movant reserves the right to specify any additional payment default or delinquency that may accrue between the filing date of this Motion and the time of any hearings scheduled with regard to same.

7. That no post-petition payments have been received by the Plaintiff from the Debtor since the filing of this case.

8. That in the event the Movant is granted relief from stay hereunder, the Movant, its agents and/or representatives, requests that the Order granting said relief allow the Movant, its successors and/or assigns, agents and/or representatives to send communications, as necessary, to the Debtor, including, but not limited to, notices required by applicable state law in connection with applicable State Court foreclosure or other proceedings incident to the aforesaid real property and improvements including any proceedings necessary to recover possession of same from the Debtor.

9. That the facts hereinabove alleged constitute cause for a grant of stay relief in favor of the Movant pursuant to the provisions of 11 U.S.C. Section 362(d)(1).

10. An Affidavit in support of the Motion for Relief is attached hereto as Exhibit "1".

WHEREFORE, Movant prays that it be granted relief from the provisions of the automatic stay of the Bankruptcy Code with regard to the above-described real property and improvements including any act necessary to recover possession of same from the Debtor; that the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code and that the stay of such grant of relief imposed pursuant to the provisions of Rule 4001(a)(3) of the Bankruptcy Rules be waived.

SUNTRUST BANK

By__/s/ Melissa M. Watson Goode_________
Of Counsel

CERTIFICATE OF SERVICE

I hereby certify that on November 14, 2016, a true copy of the foregoing Motion for Relief from the Automatic Stay was submitted for electronic transmission to Steven Shareff, Attorney for Debtor, and to Herbert L. Beskin, Trustee, and was mailed, first class, postage prepaid to Barry Spencer Webb, Debtor, at 285 Turkey Ridge Road, Charlottesville, VA 22903.

/s/ Melissa M. Watson Goode_____________

Melissa M. Watson Goode, VSB #73516
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Attorneys for SunTrust Bank

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF VIRGINIA WESTERN (LYNCHBURG)

In re: BARRY SPENCER WEBB Debtor(s).	Chapter _13_ Case No. 16-61525

AFFIDAVIT IN SUPPORT OF
MOTION FOR RELIEF FROM AUTOMATIC STAY

DIONDRA LEAKE, being duly sworn, deposes and says:

1. I am a/an Bankruptcy Specialist of SunTrust Bank. ("SunTrust") and am authorized to sign this affidavit on behalf of SunTrust Bank as servicer for SunTrust Bank. This affidavit is provided in support of the Motion for Relief from Stay (the "Motion") filed contemporaneously herewith.

2. As part of my job responsibilities for SunTrust, I have personal knowledge of and am familiar with the types of records maintained by SunTrust in connection with the loan that is the subject of the Motion (the "Loan") and the procedures for creating those types of records. I have access to and have reviewed the business records and files of SunTrust that pertain to the Loan and extensions of credit given to the Debtor(s) concerning the property securing such Loan.

3. The information in this affidavit is taken from SunTrust's business records regarding the Loan. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; and (b) kept in the course of SunTrust's regularly conducted business activities. It is the regular practice of SunTrust to create and maintain such records.

tabbies® EXHIBIT 1

4. _ BARRY S WEBB ______ has/have executed and delivered or is/are otherwise obligated with respect to the attached Promissory Note dated 01/31/08_ (the "Note"). Pursuant to the attached DEED OF TRUST ________________________ (the "__ DEED OF TRUST ________________"), all obligations of the Debtor(s) under and with respect to the Note and the _**DEED OF TRUST** ____________________ are secured by the property referenced in the Motion.

5. As of 11/04/16__, there are one or more defaults in paying pre-petition arrears and/or post-petition amounts due with respect to the Note. Such default is a basis under the **DEED OF TRUST** ___ for the right to foreclose on the property.

6. As of 11/04/16 the unpaid principal balance of the Note is $ 37,935.41

7. The following chart sets forth those post-petition payments, due pursuant to the terms of the Note, that have been missed by the Debtor(s) as of _11/04/16___

Number of Missed Payments	From	To	Principal and Interest	Escrow (if applicable)[1]	Monthly Payment Amount	Total Amounts Missed (Number of Missed Payments multiplied by Monthly Payment Amount)
1	07/26/16	08/25/16	$167.86	$0.00	$167.86	$167.86
1	08/26/16	09/25/16	$168.05	$0.00	$168.05	$168.05
1	09/26/16	10/25/16	$165.05	$0.00	$165.05	$165.05
Less post-petition partial payments (suspense balance):				($ 0.00)		

Total: $500.96

8. Upon information and belief, as of 11/04/16 , the unpaid amount of the pre-petition arrearage due is $ 1349.36 .[2]

9. As of 11/04/2016 , the total post-petition arrearage/delinquency and amount necessary to cure the post-petition default alleged in the Motion is **$534.22**, consisting of (i) the foregoing total of missed post-petition payments in the amount of $ **500.96**, plus (ii) the post-petition fees and advances for taxes and insurance in the amount of $ 33.26

10. The following documents are attached as exhibits and incorporated herein by reference

[1] The total of missed post-petition payments for this loan include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any previously assessed escrow shortage amount (if applicable). To avoid duplication, post-petition advances (if any) made for insurance, real estate taxes, or similar charges are not listed separately to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, SunTrust will determine whether the escrow payments assessed to the debtor (including the missed escrow payments) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total post-petition arrearage/delinquency is qualified accordingly.

[2] This amount reflects amounts due and not yet received from Chapter 13 trustee distribution on the applicable proof of claim for pre-petition arrears. For Chapter 7, this amount reflects the arrears due at the time of filing. Additional information regarding this amount is available upon request.

(a) Attached hereto as Exhibit [A] is a true and correct copy of the Note.

(b) Attached hereto as Exhibit [B] is a true and correct copy of the DEED OF TRUST

(c) Attached hereto as Exhibit [C] is a payment history for the period since the date of the first pre-petition or post-petition default that has not been cured.

(d) [Attached hereto as Exhibit [D] is an addendum listing all fees and charges assessed to the account of the Debtor(s) post-petition.]

(e) [Attached hereto as Exhibit [E] is an addendum listing all post-petition tax and insurance advances.]

I solemnly affirm under the penalty of perjury and upon personal knowledge that the contents of the foregoing paper are true.

EXECUTED on November 4 2014.

Signature

STATE OF VIRGINIA
CITY OF RICHMOND

On this 4 day of November, 2016, before the undersigned Notary Public in and for the state of VA, personally appeared Deondra Leke, known to me to be the person who executed the Affidavit on behalf of the above-named Movant, and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public
My commission expires: 6/30/2020

LISA H MILES
NOTARY PUBLIC
REGISTRATION # 7519582
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2020

[redacted]

EXHIBIT A

SunTrust

ACCESS 3 EQUITY LINE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,000.00	01-31-2008	01-31-2038	***		[redacted]		

References in the shaded area are for our use only and do not limit the applicability of this doc[redacted] or item.
Any item above containing "****" has been omitted due to text length limitations.

[redacted]orrower: BARRY S WEBB
285 TURKEY RIDGE RD
CHARLOTTESVLE, VA 229039727

Lender: SunTrust Bank
CLSC - Richmond
1001 Semmes Ave
Richmond, VA 23224

CREDIT LIMIT: $50,000.00 **DATE OF AGREEMENT: January 31, 2008**

Introduction. This ACCESS 3 EQUITY LINE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT ("Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account" or the "Account") issued through SunTrust Bank. In this Agreement, the words "Borrower", "you", "your", and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we", "us", "our", "Bank", "SunTrust", and "Lender" mean SunTrust Bank, its successors and/or assigns. **You agree to the following terms and conditions:**

Promise to Pay. You promise to pay Lender, or order, the total of all credit advances ("Advances") and **FINANCE CHARGES**, together with all costs and expenses for which you are responsible under this Agreement and/or under the security instrument ("Security Deed") which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. **If there is more than one Borrower, each is jointly and severally liable on and under this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including without limitation credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to suspend, cancel or terminate the Credit Line, to request and receive credit Advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible and liable.**

Term. The term of your Credit Line will begin as of the date of this Agreement ("Opening Date") and will continue as follows: The Account establishes a line of credit with a maximum credit limit ("Credit Limit") upon which Borrower may request Advances for a period of ten (10) years ("the Draw Period"). The Draw Period of your Credit Line will begin on a date, after the Opening Date, when the Agreement is accepted by us in the state as referenced in the Governing Law provision herein, following the expiration of any applicable right to cancel, the receipt of all required certificates of noncancellation, and the meeting of all our other terms and conditions, each Advance to be repaid under one of the three options (each an "Option") described herein ("Option 1 Advances", "Option 2 Advances", or "Option 3 Advances"). The Account shall be payable in full no later than thirty (30) years from the date of execution of this Agreement (the "Maturity" or "Maturity Date"), the last twenty (20) years before Maturity being the full and final repayment period for Option 1 Advances and Option 2 Advances ("Repayment Period"). Option 3 Advances shall be repaid in accordance with the provisions governing the Option 3 Repayment Term, more fully described herein, which in no event shall or may extend beyond the Maturity. The Lender in its sole discretion may extend the Draw Period. If the Draw Period is extended, Borrower shall be notified and the Repayment Period may be shortened by the same period of time that the Draw Period is extended. You further agree that we may renew or extend your Credit Line Account if not otherwise prohibited by applicable law.

Access. During the Draw Period, the Account may be accessed by (i) use of a draft ("Access 3 Check") supplied by Lender; (ii) use of an Access 3 Equity Line credit access card (" Credit Access Card") issued or supplied by Lender; (iii) Lender may provide overdraft coverage; (iv) other means Lender may authorize from time to time; or (v) any other advancement of funds by Lender on Borrower's behalf. Credit Access Cards will not be offered in all states. Each of the access methods described above will only be available if allowed by applicable law.

Initial Advance. "Initial Advance" means the amount of money you will obtain at closing toward the purchase of your home, if applicable, or the first disbursement you are requesting to be extended on your Credit Line immediately following the expiration of any applicable rescission period. If an Initial Advance is allowed by us at origination/closing for the purchase of your home, the minimum Initial Advance for that purpose must be at least $5,000.00.

Subsequent Advances. During the Draw Period, Borrower may obtain Advances on the Account from time to time up to the available Credit Limit. At the time of requesting an Advance, Borrower shall designate the Option under which Borrower chooses to repay the Advance. The available credit for Advances is the Credit Limit, minus the sum of all unpaid Advances (including Advances initiated, but not yet posted to the Account) and any other charges posted to the Account. There is no minimum amount for Option 1 or Option 2 Advances; however, if Borrower chooses to repay an Access 3 Advance under Option 3 defined below, the minimum Advance amount shall be $5,000.00. In addition, Borrower is limited to five (5) outstanding Option 3 Advances at any one time. No minimum Advance amount shall be required by Lender for purchases made with the Credit Access Card, which shall be treated as Option 1 Advances. Borrower may make up to eight (8) Credit Access Card transactions daily, five (5) of which may be ATM cash advances, with a maximum aggregate daily total of five thousand ($5,000.00) dollars. If Borrower elects overdraft coverage as provided in this Agreement, such Advances shall be in $100.00 increments. If Borrower presents an Advance which would exceed or violate these limitations or requirements, Lender may refuse to honor the Advance or may in its discretion pay the Advance and may require repayment of the Advance under one of the other repayment options. If Borrower fails to designate a repayment option, or if Lender is unable to determine the option selected for any reason, such as without limitation because the merchant has converted the transaction to an automated clearinghouse transaction, then Lender may require repayment under any option at its sole discretion. If Lender requires such an Advance to be repaid under Option 3, or if Borrower does not specify an Option 3 Repayment Term on the Option 3 Check or other Option 3 Advance request, or if Lender is unable to determine the Option 3 Repayment Term selected for any reason including without limitation because the merchant has converted the transaction to an automated clearinghouse transaction, or if Borrower selects an Option 3 Repayment Term which is not available or allowable, the Option 3 Repayment Term for each such Advance may be set at two hundred-forty (240) months at Lender's discretion.

Borrower will not access the Account when such Advance will exceed Borrower's available Credit Limit, result in a default under this Agreement, or would violate any applicable law, or during any period in which the Credit Limit is reached or exceeded. Lender may refuse to make any requested Advance, including but not limited to, returning unpaid any Access 3 Check or other Advance request on the Account or refusing authorization for a Credit Access Card transaction or refusing an Advance for overdraft coverage if (i) the request does not conform to the requirements of this Agreement; or (ii) at the time of the request, the outstanding Account balance, as reflected by Lender's records, exceeds (or upon making the Advance would exceed) the Credit Limit; or (iii) the ability to make or obtain Advances has been suspended, canceled or terminated as provided for in this Agreement or by order of any court or regulatory agency. However, Lender, at its option, may pay any such Advance, and Borrowers will be jointly and severally liable for any Advance(s) so requested and/or obtained by any Borrower, and additionally will pay any amount over the Credit Limit in the manner Lender requests.

Overdraft Coverage. If an account number is provided in this Section, Lender is authorized to advance funds from the Access 3 Account to provide overdraft coverage for deposit account Number ________________ maintained by Borrower with Lender ("Borrower Account"). Whenever Borrower writes checks or otherwise creates debits which overdraw the Borrower Account, Lender will make an Advance from the Access 3 Account in $100.00 increments to the Borrower Account. If the Credit Limit on the Access 3 Account is not sufficient to cover the entire overdraft, but is sufficient to cover any one or more items creating such overdraft, Lender will make an Advance from the Access 3 Account, up to the amount of the available Credit Limit, in order to pay such item(s). Lender may at its sole discretion but is not required to make such Advances if the Credit Line Account is in default or if making such Advance would place the Credit Line Account in default or would cause the Credit Limit to be exceeded. If Lender does make an Advance which causes the Credit Limit to be exceeded, Borrower will pay any amount over the Credit Limit in the manner Lender requests. In the event that the Borrower Account is held jointly with other individual Account Holder"), overdrafts on the Borrower Account created by the Joint Account Holder will be provided overdraft coverage as pres this paragraph. Advances made for overdraft coverage shall be repaid in accordance with the provisions governing Option 1 Advances.

EXHIBIT
A

ANNUAL PERCENTAGE RATES AND PAYMENT TERMS DURING THE DRAW PERIOD

The **ANNUAL PERCENTAGE RATE** on Option 1 and Option 2 Advances shall be calculated at a rate equal to *The Wall Street Journ* Rate in effect on the day preceding the first day of the Billing Cycle in which each such Advance is taken, and for outstanding Opti Option 2 Advance balances on the day preceding the first day of each Billing Cycle, each together with a margin of +0.000%, as n described in the Section herein entitled "Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE During the Draw Perio maximum **ANNUAL PERCENTAGE RATE** for O[redacted] 1 and Option 2 Advances and balances will not exceed 18.000% per annum. D

Any areas where this is present represent redacted information.

ACCESS 3 EQUITY LINE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT
(Continued)

Draw Period, Options 1 and 2 Advance balances have a variable rate of interest and the **ANNUAL PERCENTAGE RATE** can change as a result.

At the time of an Access 3 Advance taken under Option 3 (an "Option 3 Advance"), Borrower will choose a repayment term for each such Advance (the "Option 3 Repayment Term" which is more fully described below). The **ANNUAL PERCENTAGE RATE** for each Option 3 Repayment Term shall be a fixed rate calculated at the time of the Advance based upon the Prime Rate in effect on the day preceding the first day of the Billing Cycle in which each such Advance is taken, together with a margin of +4.000%, as more fully described in the Section herein entitled "Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE During the Draw Period". However, we may make lower Option 3 Advance **ANNUAL PERCENTAGE RATES** available from time to time. Please contact Customer Service for any such lower Option 3 Advance **ANNUAL PERCENTAGE RATE** you may be able to obtain. The maximum **ANNUAL PERCENTAGE RATE** for Option 3 Advances will not exceed 18.000% per annum.

The **ANNUAL PERCENTAGE RATE** for Option 1 Advances, Option 2 Advances and Option 3 Advances does not include costs other than interest.

During the Draw Period, by the payment due date shown on the monthly statement (the "Periodic Statement"), Borrower agrees to pay monthly either (i) the total amount owing as shown on the Periodic Statement (the "New Balance") or (ii) any portion of the New Balance, so long as Borrower pays at least a "Minimum Payment" which is the sum of the minimum payments for each of the three (3) Options as specifically set forth below, plus any applicable insurance premiums, debt cancellation or suspension charges, late charges, and/or miscellaneous fees as set forth on the Periodic Statement. In addition, if the New Balance exceeds the Credit Limit, Borrower will pay the amount indicated on the Periodic Statement, to reduce the Account balance to within the Credit Limit. Lender may apply payments to any Option and/or Advance balance(s), at its sole discretion. All payments must be made in United States dollars and must be drawn on a financial institution located in the United States.

Option 1 - Revolving Line of Credit

During the Draw Period, the minimum monthly payment due for funds advanced under this Option shall be 1.5% of the total balances for Option 1. All Advances made by Credit Access Card or for overdraft protection will be governed by and repaid under the provisions governing Option 1. Minimum payments made on balances under this Option may not result in any reduction of the principal balance.

Option 2 - Interest Only

During the Draw Period, the minimum monthly payment due for funds advanced under this Option shall be the accrued interest on the balances for Option 2. Minimum payments made on balances under this Option will not result in any reduction of the principal balance.

Option 3 - Fixed Rate/Fixed Term

At the time of an Advance under Option 3, Borrower will select a repayment term of sixty (60) months (5 years), one hundred-twenty (120) months (10 years), one hundred-eighty (180) months (15 years), two hundred-forty (240) months (20 years), or in the case of any Initial Advances under Option 3 Borrower may additionally choose 360 months (30 years), (collectively the "Option 3 Repayment Term"), by noting same on the Option 3 Check or other Advance request at the time of the Advance. If Borrower does not specify an Option 3 Repayment Term on the Option 3 Check or other Advance request, or if Lender is unable to determine the Option 3 Repayment Term selected for any reason including without limitation because the merchant has converted the transaction to an automated clearinghouse transaction, or if Borrower selects an Option 3 Repayment Term which is not available or allowable, the Option 3 Repayment Term for each such Advance may be set at two hundred-forty (240) months at Lender's discretion. The **ANNUAL PERCENTAGE RATE** on Advances made under this Option shall be a fixed rate determined at the time the Advance is posted to the Account based upon the Prime Rate in effect on the day preceding the first day of the Billing Cycle in which each such Advance is taken, together with the margin described herein, as more fully described above and in the Section entitled "Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE During the Draw Period", for the full Option 3 Repayment Term. The minimum monthly payment amount as to each such Advance shall be based upon the amount of the Advance, the **ANNUAL PERCENTAGE RATE** and the Option 3 Repayment Term. Each Advance taken under this option shall be amortized over the Option 3 Repayment Term to establish the minimum monthly payment amount.

Option 3 Processing Fee. When Borrower has chosen to repay an Advance under Option 3, a $15 fee shall be assessed to the Account for processing the Option 3 Advance, if and as allowed by applicable law.

ANNUAL PERCENTAGE RATES AND PAYMENT TERMS DURING THE REPAYMENT PERIOD

The **ANNUAL PERCENTAGE RATE** for the Repayment Period for Option 1 and Option 2 Advances shall be a fixed rate determined on the last day of the Draw Period based on *The Wall Street Journal* Prime Rate in effect on that day, together with the margin disclosed above for Option 3 Advances made during the Draw Period. The term of the Repayment Period for the full repayment of the outstanding Options 1 and 2 Advance balances will be twenty (20) years. The monthly payment amount for repayment of Options 1 and 2 balances will be established using a straight twenty (20) year amortization and will be based upon the balances, the fixed interest rate and the twenty (20) year Repayment Period term. All amounts of Options 1 and 2 Advance balances not paid as of the end of the Draw Period will be paid according to the terms applicable to the Repayment Period.

The **ANNUAL PERCENTAGE RATE**, the remaining term and the minimum monthly payment for the repayment of Option 3 Advances shall remain as determined by each applicable Option 3 Advance amount, APR and Option 3 Repayment Term.

The minimum total monthly payment will be the sum of your Options 1, 2 and 3 minimum monthly payments, together with any applicable insurance premiums, debt cancellation or suspension charges, late charges, and/or miscellaneous fees dues. All indebtedness under this Agreement, if not already paid pursuant to the payment provisions herein, will be due and payable at the end of the Repayment Period.

ADDITIONAL PROVISIONS

How Your Payments Are Applied. Unless otherwise agreed or required by applicable law, payments and other credits will be applied as applicable to credit insurance, debt cancellation or suspension charges, then to any late charges and loan fees, then to any unpaid interest, and then to the balance of unpaid principal, or in any other order we choose. Any payment amount over the Minimum Payment may be applied to the balance(s) of any Option or Advance, at Lender's sole discretion.

Receipt of Payments. All payments must be made by a check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your Periodic Statement. Payments received at that address prior to 8:00 a.m. Eastern Time on any business day will be credited to your Credit Line Account as of the date received. If we receive payments at later times and/or other locations, such payments will be credited promptly to your Credit Line Account, but crediting may be delayed for up to five (5) days after receipt. Although your payments will be credited as described herein, any such payment will not increase or otherwise affect your available credit until such time as the payment funds have been collected by Lender.

Credit Limit. This Agreement covers a revolving line of credit for the principal amount of up to Fifty Thousand And 00/100 Dollars ($50,000.00), which will be your "Credit Limit" under this Agreement. **During the Draw Period we will honor your request for credit advances subject to the conditions, terms and provisions of this Agreement, the Security Deed and the related documents, including but not limited to the section below on Lender's Rights.** During the Draw Period, as long as your Account is not in default or suspended, terminated or cancelled, you may borrow against the Credit Line, repay any portion of the amount borrowed (as long as you make at least each Minimum Payment as required), and re-borrow up to the amount of the Credit Limit. We reserve the right to pay or return any requested Advance that exceeds your credit limit or violates any term, condition or requirement of this Agreement, your Security Deed or any other document related to your Credit Line Account. Your Credit Limit will not be considered as increased in and of itself should you exceed your Credit Limit. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account balance exceeds your Credit Limit, even if we have not yet billed you.

Charges to your Credit Line. We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement, the Security Deed or any other document related to your Credit Line. In addition, we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Security Deed for this transaction. We may also, at our option, charge your Credit Line to pay any balances, costs or expenses to protect or perfect our security interest in your property. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your property. If you do not timely pay your property or other taxes, we may pay the delinquent taxes and charge your Credit Line therefor. Any amount so charged to your Credit Line will be a credit Advance and will decrease the funds available, if any, under the Credit Line, and we may post any such Advance(s) to any Option (and/or term if applicable) at our sole discretion. However, we have no obligation to provide any of the credit advances referred to in this paragraph, and you hold us harmless in this regard.

Credit Advances. After the Effective Disbursement Date of this Agreement, you may obtain credit Advances under your Credit Line as follows:

- **Credit Line Checks.** Writing a preprinted "Access 3 Equity Line Check" that we will supply to you.
- **Requests in Person.** Requesting a credit Advance in person at any of our authorized locations.

ACCESS 3 EQUITY LINE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT

(Continued)

[redacted] **Credit Access Card.** Using your Credit Access Card as described in this Agreement, if available in your location.

[redacted] **Telephone Request.** Requesting a credit Advance from your Credit Line to be applied to your designated account by telephone. Except for [redacted]ansactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, you [redacted]cknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for [redacted]ny loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon [redacted]uch instructions believed to be genuine.

[redacted] there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one [redacted]orrower telling us not to give advances to the other. You further agree not to give us instructions which conflict with the instructions or [redacted]irection of any closing agent or attorney who makes payment to us on your behalf. In the event we receive conflicting instructions, you agree [redacted]at we may follow any of those instructions without regard to conflicting instructions, and you hereby hold us harmless and agree to indemnify [redacted]s for any loss or damage, cost or expense occasioned as a result thereof or related thereto.

[redacted]**imitations and Transaction Requirements on the Use of Checks, Credit Access Cards, and other Advance Requests.** We reserve the right not to honor Access 3 Equity Line Checks, Credit Access Card or other Advance requests in the following circumstances:

- **Credit Limit Violation.** Your Credit Limit has been or would be exceeded by paying the Access 3 Equity Line Check or Advance.

- **Post-dated Checks.** Your Access 3 Equity Line Check or Advance request is post-dated. If a post-dated Access 3 Equity Line Check or Advance request is paid and as a result any other check or Advance is returned or not paid, we are not responsible and you hold us harmless and indemnify us therefor.

- **Stolen Checks or Credit Access Card.** Your Access 3 Equity Line Checks or Credit Access Card have been reported lost or stolen.

- **Unauthorized Signatures.** Your Access 3 Equity Line Check or Advance request is not signed by, or your Credit Access Card is used by other than, an "Authorized Signer" as defined herein.

- **Termination or Suspension.** Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Access 3 Equity Line Check or Advance.

- **Transaction Violation.** Your Access 3 Equity Line Check or Advance is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement or would be if we paid the Access 3 Equity Line Check or Advance.

- **Other Restrictions.** You may not make a payment on the Account with an Access 3 Equity Line Check, Credit Access Card or other Advance request from this Account. We may not honor an Access 3 Credit Line Check if you notify us that you wish to stop payment of same; however you will hold us harmless and not hold us liable if we try to stop payment of said Check and we are unable or unsuccessful in doing so.

If we pay any Access 3 Equity Line Check or Advance under these conditions, you must repay us, subject to applicable laws, for the amount of the Access 3 Equity Line Check or Advance. The Access 3 Equity Line Check or Advance request itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a Check or Advance is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We shall not return Access 3 Equity Line Checks along with your Periodic Statements; however, your use of each Access 3 Equity Line Check, Credit Access Card or other Advance will be reflected on your Periodic Statement as a credit Advance. We do not "certify" Access 3 Equity Line Checks drawn on your Credit Line.

Authorized Signers. The words "Authorized Signer" on Access 3 Equity Line Checks or other Advance requests as used in this Agreement mean and include each person who submits the application for this Credit Line and signs this Agreement.

Lost Access 3 Equity Line Checks. If you lose your Access 3 Equity Line Checks or Credit Access Card or if someone is using any of them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (888) 461-8862. You will also notify us in writing at Loan Servicing PO Box 85160, Richmond, VA 23286-9079.

Future Credit Line Products and Services. Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services. We may also offer special products and/or services to you from time to time, including without limitation such services and products as, telephone payment options or specialized document/information delivery services, debt cancellation or suspension products, and/or credit insurance, for which Lender may impose a fee or charge as Lender determines, subject to applicable law; and in such event, you will be advised of the amount of such fee or charge, which may be provided orally to you if allowed by applicable law, prior to your decision to accept such service or product and related fee or charge.

Collateral. You acknowledge this Agreement is secured by the following collateral described in the security instrument listed herein: a Deed of Trust dated January 31, 2008, to a trustee in favor of us on real property located in (County/City of) ALBEMARLE, Commonwealth of Virginia. The Real Property or its address is commonly known as 285 TURKEY RIDGE RD, CHARLOTTESVLE, VA 229039727. The collateral must be your primary or secondary residence.

Insurance. You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance, and flood insurance if applicable, through any company of your choice that is reasonably satisfactory to us. You have the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by you, subject to our right, for reasonable cause before credit is extended, to decline any insurance provided by you. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Security Deed and/or related documents, we may purchase insurance to protect our own interest, but are not required to do so, add the premium to your balance under any Option and/or term, pursue any other remedies available to us, or do any one or more of these things. The insurance we purchase may cover only our and not your interests, and may be much more expensive and will, in most cases, provide less coverage than insurance you could buy independently.

Right of Setoff. To the extent permitted by applicable law, we reserve a right of setoff in all your accounts with us (whether checking, savings, or some other account), including without limitation, all accounts you may open in the future, by yourself as well as with other parties. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts, and, at our option, to administratively freeze all such accounts to allow us to protect our charge and setoff rights provided in this paragraph.

Periodic Statements. If you have a credit or debit balance of more than $1.00, or if we have imposed a finance charge on your Credit Line Account, we will send you a Periodic Statement. Lender may but is not required to safekeep the paid Access 3 Checks. Lender will make photocopies of Access 3 Checks and other instruments upon request, if available. (If such request is not made in connection with a billing error inquiry, it may be subject to Research and Photocopy charges.)

Each Access 3 Check will be deemed to be an item for purposes of the Uniform Commercial Code ("UCC") of the state in which Lender is located and the time periods and other requirements for examining Periodic Statements and reporting improper entries will begin from the time Periodic Statements are sent or made available to Borrower. Lender assumes no responsibility for entries included on Periodic Statements not received unless Borrower gives notice within sixty (60) days of the date on which the Periodic Statement is customarily mailed that it was not received.

The rules for stopping payment on Access 3 Checks shall be the same as the Lender's rules for stopping payment on checks written on deposit accounts.

The Periodic Statement will show, among other things, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your "Previous Balance," and your "New Balance". The Finance Charge ("Finance Charge") shall be the sum of the ATM Transaction Fee, the Option 3 Processing Fee, the Promotional Rate Advance Fee, each described herein, if and as allowed by applicable law, and the Periodic Finance Charge ("Periodic Finance Charge"). A Periodic Finance Charge will be imposed on the Account and will be shown on the next Periodic Statement even if the New Balance was paid in full on or before the payment due date of the prior Periodic Statement. Your Periodic Statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When FINANCE CHARGES Begin to Accrue. Periodic **FINANCE CHARGES** for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a **FINANCE CHARGE** on your Credit Line credit Advances or balances.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A daily **FINANCE CHARGE** will be imposed on all credit Advances made under your Credit Line imposed from the date of each credit Advance based on the Average Daily Balance. For each Billing Cycle, the Periodic Finance Charge begins to accrue on Access 3 Check or other Advances on the day the Check or other Advance request is received by the Lender for payment and transaction. Lender calculates the Periodic Finance Charge on Options 1 and 2 Advances by applying the Daily Periodic Rate to the average daily balance, and then multiplying the result by the number of days in the Billing Cycle. To determine the "Daily Balance", take the beginning balance of each of [illegible] New Balance from the last

Any areas where this is present represent redacted information.

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(Continued)

Periodic Statement, plus all purchases, cash advances, Access 3 Checks, or any other Advances under each Option posted through that day, minus any unpaid Finance Charge, other charges, payments or other credits posted through that day. The "Average Daily Balance" is the sum of: the Daily Balances for each Option for the Billing Cycle divided by the actual number of days in the Billing Cycle. The Periodic Finance Charge for each Option 3 Advance will be calculated by multiplying each Option 3 Average Daily Balance by the Daily Periodic Rate, multiplied by the number of days in the Billing Cycle. The Periodic Finance Charge for the Account is the sum of the Periodic Finance Charges for the three (3) Options.

You also agree to pay **FINANCE CHARGES**, not calculated by applying a Periodic Rate, as set forth below:

ATM Transaction Fee. You will be charged an Automated Teller Machine ("ATM") transaction fee of $5.00 when you obtain a credit advance at any of our designated ATM locations, if and as allowed by applicable law.

Option 3 Processing Fee. When Borrower has chosen to repay an Advance under Option 3, a $15 fee shall be assessed to the Account for processing the Option 3 Advance, if and as allowed by applicable law.

Promotional Rate Advance Fee. You agree that we may offer you promotional rate Advance opportunities from time to time. In the event you avail yourself of such promotional rate Advance opportunities, you agree that we may charge you a fee of One Hundred and 00/100 ($100.00) Dollars, if and as allowed by applicable law, which such fee shall apply to the amount of each such transaction. If any ANNUAL PERCENTAGE RATE ("APR") in such offer ends after a limited duration, the APR on those transactions will adjust to the APR applicable to the transaction as determined by other applicable provisions of this Agreement. Transactions from such offers that post after the void date disclosed or that are made payable to Lender or one of our related or affiliated companies will be declined.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE During the Draw Period

We will determine the **Periodic Rate** and the corresponding **ANNUAL PERCENTAGE RATE** as follows. For Options 1, 2 and 3 Advances, we start with an independent index together with the applicable margin as described herein.

The **Daily Periodic Rate** and the **corresponding ANNUAL PERCENTAGE RATE** for Options 1 and 2 Advances and balances for each Billing Cycle will depend upon the Prime Rate, together with a margin of +0.000%. The "Prime Rate" means the highest per annum "Prime Rate" of interest published from time to time by *The Wall Street Journal* in its "Money Rates" listings, as the Prime Rate in effect on the day preceding the first day of each Billing Cycle. In the event that on any particular day *The Wall Street Journal* publishes more than one Prime Rate, for purposes of this Agreement, the Prime Rate shall mean the highest Prime Rate so published.

For Options 1 and 2 Advances, the **Daily Periodic Rate** and the **corresponding ANNUAL PERCENTAGE RATE** may increase or decrease according to increases or decreases in the Prime Rate. If the **Daily Periodic Rate** and the **corresponding ANNUAL PERCENTAGE RATE** increase, the Periodic Finance Charge and Minimum Payment may increase during the Draw Period. The increases and decreases caused by changes in the Prime Rate will take effect on the first day of each succeeding Billing Cycle and will remain in effect for the entire Billing Cycle. For Options 1 and 2 Advances, the current **Daily Periodic Rate** is 0.01781% and the **corresponding ANNUAL PERCENTAGE RATE** is 6.50000%. These rates are based upon the Prime Rate of 6.500% which was in effect as of 01-30-2008. Notwithstanding the foregoing, the applicable **Daily Periodic Rate** and the **corresponding ANNUAL PERCENTAGE RATE** for the first and/or subsequent Billing Cycles may differ from the disclosure immediately above, due to the following: a) The Index rate may change from the rate disclosed above, which will then change your **Daily Periodic Rate** and **corresponding ANNUAL PERCENTAGE RATE** accordingly; and/or b) in the event your **ANNUAL PERCENTAGE RATE** disclosed immediately above and/or for any other applicable Billing Cycle exceeds the maximum rate allowed pursuant to this Agreement, then for each such Billing Cycle your **Daily Periodic Rate** and your **corresponding ANNUAL PERCENTAGE RATE** will be capped at such maximum allowable rate, that being a **Daily Periodic Rate** of 0.04932% and a **corresponding ANNUAL PERCENTAGE RATE** of 18.000%.

The **ANNUAL PERCENTAGE RATE** for each Option 3 Advance shall be a fixed rate for the full Option 3 Repayment Term. The **Daily Periodic Rate** and the **corresponding ANNUAL PERCENTAGE RATE** for each Option 3 Advance will depend upon the Prime Rate (the "Index"). The **ANNUAL PERCENTAGE RATE** is determined at the time of the Advance based upon the Prime Rate in effect on the day preceding the first day of the Billing Cycle in which the Advance is taken, together with a margin of +4.000%. However, we may make lower Option 3 Advance **ANNUAL PERCENTAGE RATES** available from time to time. Please contact Customer Service for any such lower Option 3 Advance **ANNUAL PERCENTAGE RATE** *you may be able to obtain. For Option 3 Advances, the current* ***Daily Periodic Rate*** *is 0.02877% and the* ***corresponding*** **ANNUAL PERCENTAGE RATE** is 10.50000%. These rates are based upon the Prime Rate of 6.50000% which was in effect as of 01-30-2008. Notwithstanding the foregoing, the applicable **Daily Periodic Rate** and the **corresponding ANNUAL PERCENTAGE RATE** for the first and/or subsequent Billing Cycles may differ from the disclosure immediately above, due to the following: a) The Index rate may change from the rate disclosed above, which will then change your **Daily Periodic Rate** and **corresponding ANNUAL PERCENTAGE RATE** accordingly; and/or b) in the event your **ANNUAL PERCENTAGE RATE** disclosed immediately above and/or for any other applicable Billing Cycle exceeds the maximum rate allowed pursuant to this Agreement, then for each such Billing Cycle your **Daily Periodic Rate** and your **corresponding ANNUAL PERCENTAGE RATE** will be capped at such maximum allowable rate, that being a **Daily Periodic Rate** of 0.04932% and a **corresponding ANNUAL PERCENTAGE RATE** of 18.000%.

For example, if the statement closing date is September 1st and there are thirty (30) days in the Billing Cycle, to calculate the first day in the Billing Cycle, subtract thirty (30) days from September 1st, to arrive at August 2nd. This Billing Cycle would begin August 2nd and end September 1st. So if the first day of the Billing Cycle is August 2nd, the **corresponding ANNUAL PERCENTAGE RATE** for that Billing Cycle will equal the Prime Rate in effect on August 1st, plus or minus the margin. The **Daily Periodic Rate** equals the Prime Rate plus or minus the margin divided by actual number of days in the year.

The **ANNUAL PERCENTAGE RATE** does not include costs other than interest.

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds, except as may be permitted during any Right of Rescission period.

Negative Amortization. Under some circumstances, your payments may not cover the finance charges that accrue and negative amortization may occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.

Conditions Under Which Other Charges May Be Imposed. You agree to pay all the other fees and charges related to your Credit Line as set forth below:

Returned Items. You may be charged $30.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Fee to Stop Payment. Your Credit Line Account may be charged $30.00 when you request a stop payment on your account.

Overlimit Charge. Your Credit Line Account may be charged $25.00 if you cause your Credit Line Account to go over your Credit Limit. This includes writing a Access 3 Equity Line Check in excess of your available balance.

Late Charge. Your payment will be late if it is not received by us within **7 days after the "Payment Due Date" shown on your periodic statement.** If your payment is late we may charge you 5.000% of the payment.

Settlement Charges/Closing Costs. You agree to pay to us the additional FINANCE CHARGES and settlement charges ("Closing Costs") set forth below in connection with this account:

$12.00	**APPRAISAL / TUC
$3.10	**FLD DETERM / TUC
$212.50	**Recording Fees

We may agree to advance some or all of the Closing Costs on your behalf at, before or after the time of settlement; however, you agree that you shall reimburse us for the Closing Costs advanced by us on your behalf. We may add this amount to your account/loan balance at the time of payoff, or if requested you will pay us directly upon demand. A double asterisk (**) before the fee description and amount represents a Closing Cost advanced by us on your behalf, and subject to reimbursement as described herein, which you agree shall be solely a reimbursement and not a penalty. Accordingly, you agree to reimburse us in the amount of $227.60. This requirement to reimburse us for any Closing Costs advanced by us on your behalf shall be waived if you keep this Account open for at least three (3) years from the date of the execution of this Agreement. In addition, if allowed by applicable law, you agree to pay the costs of recording the release or satisfaction of the Security Instrument, which shall or may be added to the payoff amount.

Lender's Rights. Under this Agreement, we have the following rights:

Termination and Acceleration. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen: (1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Agreement. This can include, for example, a false statement about your income, assets, liabilities, or

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any other aspects of your financial condition. (2) You do not meet the repayment terms of this Credit Agreement. (3) Your action or inaction adversely affects the collateral for the Account or our rights or interest in the collateral. This can include, for example but without limitation, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of any person liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our prior permission, foreclosure by the holder of another lien, the use of funds or the dwelling for prohibited purposes, or if title to the property is taken through succession, probate or eminent domain. These are each considered events of default.

Default Remedies. Upon default, we may exercise any and all rights contained in this Agreement, the Security Instrument and the related documents or any other rights provided to us by law or equity, including but not limited to, the right to sell the Real Property at a public auction or as provided by law. We may waive or decline to enforce any of our rights under this Agreement at any time without affecting any of our other rights under this Agreement. Furthermore, upon default, your authorization to initiate Advances on the Account shall terminate and we may return any Access 3 Checks unpaid or decline Credit Access Card charges or cash Advances or any other Advance requests, without liability to you and without prior notification.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or Advances or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your property declines significantly below the property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt or initiation of credit Advances, obligations concerning maintenance or use of the property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any co-maker or co-borrower. No default will occur until we mail or deliver a notice of default to you, so you may restore your right to credit Advances.

(4) We are precluded by government action from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than one hundred twenty percent (120%) of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

(7) We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum **ANNUAL PERCENTAGE RATE** under your Credit Line Account is reached.

If we temporarily prohibit additional advances on the account and/or reduce the Credit Limit based upon any of the foregoing situations, we will provide you with written notice of said action after action is taken. The notice will explain how you can request reinstatement of credit privileges, if applicable. Once we have provided you with such notice, it is your responsibility and obligation to notify us if and when the applicable situation has been resolved, subject to our reasonable satisfaction, and we have no obligation to further inquire.

Change in Terms. We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, if the change is insignificant (such as changes relating to our data processing systems, address for payments, billing cycle dates, payment due dates, day of the month on which Index values are determined, index or interest rate rounding rules, and balance computation method if the change produces an insignificant difference in the interest you pay), or at specified times or upon the occurrence of specified events. Lender may also make changes that will benefit you, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, Lender may also change the Index and margin used to determine the Annual Percentage Rate if the Index is no longer available, in which event we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original index becomes unavailable. Lender may make any of the changes discussed above without my further consent or notice, unless applicable law requires otherwise.

Collection Costs. We may hire or pay someone else to help collect this Agreement if you do not pay. You will pay us that amount. This includes, subject to any limits under applicable law, our costs of collection, including court costs and fifteen percent (15%) of the principal plus accrued interest as attorneys' fees or reasonable attorneys' fees as allowed by law, if any sums owing under this Agreement are collected by or through an attorney at law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, you also will pay any court costs, in addition to all other sums provided by law.

Access Devices. If your Credit Line is suspended or terminated, you must immediately return to us all Access 3 Equity Line Checks and any other access devices. Any use of Access 3 Equity Line Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Access 3 Equity Line Checks or other Credit Line access devices not returned to us, and for any Advances which may be obtained and any fees, charges and costs which may be incurred subsequent to and notwithstanding such suspension or termination, whether such suspension or termination is initiated or requested by you or by Lender.

Delay in Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

Cancellation, Termination or Suspension by You. If you cancel, terminate or suspend your right to credit Advances under this Agreement, you must notify us in writing at the address shown on your Periodic Statement or other address designated by us in writing. Despite cancellation, termination or suspension, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement (except for our obligation to make Advances).

Your Account will automatically terminate on the earlier of the Maturity Date or on the date we give you notice of the termination as the result of an occurrence of a default (as described herein). Upon termination of the Account, the entire Account balance then outstanding, with accrued interest and any fees and charges owing on the Account, will be due and payable in full on that date. Further you can terminate or suspend this Agreement by written notice, signed by you, and in the event of termination a request for a discharge of the Security Instrument, also signed by you, mailed or delivered to us at any time. In such event, your notice of termination will be effective on the first business day after we receive your written request to terminate or suspend, and provided that no further information or action is required to so terminate or suspend; and further in such event of termination the entire principal balance outstanding on your Account, plus interest accrued thereon, together with fees and charges owing on the Account, will be due and payable in full on that date, at our sole option. We shall terminate your Account or suspend Advance privileges upon our receipt of the written instructions of all Borrowers as described above; additionally, you agree and hereby authorize us that we may, but are not required to, terminate or suspend Advance privileges on your Account upon written request of any one of you. We shall further terminate your Account upon the instructions of a settlement agent or other third party if and as required by applicable law, even if contrary to your written or other instructions, and you agree to hold us harmless and indemnify us in such event. We shall not release, satisfy or discharge the Security Deed, or request that the property be reconveyed to the Grantor(s), unless and until all sums owing to us, including any applicable and allowable charges for recording such release, satisfaction, discharge or reconveyance (including Trustee fees), have been fully paid. We may require a notarized writing before terminating or suspending the Account. In the event any Borrower or other third party (such as a settlement agent) terminates, suspends or cancels the Account, whether completely or only as to future Advances, you agree that you shall be jointly and severally liable to us as governed by the other provisions of this Agreement in the event any Borrower obtains any Advance(s) before or after any suspension, cancellation or termination by any party. If you have suspended your account as to Advance privileges, we may require a writing of request to reinstate Advance privileges, signed by all Borrowers, and may require that writing to be notarized.

We may at our option allow you to continue to make regular monthly payments or to restructure the amount owed in a mutually agreeable manner, or may require you to pay the entire unpaid balance in full.

Prepayment. You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued **FINANCE CHARGES**, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments in the future. Instead, they will be applied to any Option and/or Advance balance at Lender's sole discretion. You agree not to send us payments marked "paid in full", "without recourse", or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and y[redacted]will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any c[redacted]r other payment that indicates that the payment

Any areas where this is present represent redacted information.

constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: SunTrust Bank, P.O. Box 27161 Richmond, VA 23261-7161.

Notices. All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. If Borrowers have more than one address of record with Lender at any given time, notices and Periodic Statements will be provided to only one address, and such shall constitute notice and delivery to all Borrowers. You agree to advise us promptly of any change in your mailing address, any change in financial condition, or of any unauthorized use of the Account. As a material obligation under this Agreement, you will update the information and furnish us with additional financial or other information as we may request. You will immediately telephone us and confirm by letter if any Access 3 Checks or the Credit Access Card are lost or stolen, and upon failure to do so, you will assume full responsibility if we should pay such Access 3 Checks or other Advance. At the time of this Agreement, Lender's telephone number for reporting lost or stolen checks is (888) 461-8862. Your liability for the unauthorized use of the Credit Access Card shall not exceed the lesser of $50.00 or the amount of money, property, labor or services obtained by the unauthorized use of the Credit Access Card prior to the time you notify us of the loss or theft of the card. We shall not be responsible to you in any manner if anyone refuses to accept an Access 3 Check or Credit Access Card as a manner of payment.

Annual Review. You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we may conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition, or to monitor or review the Account. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense. You authorize us to release information about you to third parties as described in our privacy policy and our Fair Credit Reporting Act notice, provided you did not opt out of the applicable policy, or as permitted by law.

Transfer or Assignment. Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account and our rights and obligations under this Agreement to another lender, entity, or person, and to assign our rights under the Security Deed. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives. Upon any such sale or transfer, we will have no further obligation to provide you with credit Advances or to perform any other obligation under this Agreement.

Tax Consequences. You understand that neither we, nor any of our employees or agents, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Credit Line, including the deductibility of interest, and that neither we nor our employees or agents will be liable in the event interest on your Credit Line is not deductible. You should consult your own tax advisor for guidance on this subject.

Homestead Waiver. You, to the extent permitted by law, hereby waive your homestead exemption with respect to all property subject to any security interest or lien granted to secure this loan.

Jury Waiver. We and you hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either us or you against the other, if such waiver is allowed by applicable law.

INFORMATION REPORTED TO CREDIT BUREAUS. UNDER THE FAIR CREDIT REPORTING ACT, YOU HAVE THE RIGHT TO NOTIFY US IF YOU BELIEVE WE HAVE REPORTED INACCURATE INFORMATION ABOUT YOUR ACCOUNT TO A CREDIT BUREAU OR CONSUMER REPORTING AGENCY. SUCH NOTICES SHOULD BE SENT IN WRITING AND INCLUDE YOUR COMPLETE NAME, CURRENT ADDRESS, SOCIAL SECURITY NUMBER, TELEPHONE NUMBER, ACCOUNT NUMBER, TYPE OF ACCOUNT, SPECIFIC ITEM OF DISPUTE AND THE REASON WHY YOU BELIEVE THE INFORMATION REPORTED IS IN ERROR. SEND YOUR NOTICE TO: SUNTRUST BANK, P.O. BOX 85052, RICHMOND, VA 23285-5052.

Arbitration Clause. READ THIS PROVISION CAREFULLY; IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS WE HAVE AGAINST EACH OTHER ARE RESOLVED. For a Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

1. **DEFINITIONS.** As used in this Provision:

"You" and "your" means the persons obligated to repay the Credit.

"We", "us" and "our" means: (1) SunTrust Bank; (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above.

"Covered Provider" means any third party that provides any product or service in connection with the Credit if (and only if) such third party is named as a co-party with us in a Claim asserted by you.

"Credit" means the loan or other credit extension you are receiving under this agreement or note and any prior loan or credit extension you have received from us.

"Claim" means any claim, dispute or controversy between you and us, other than any Excluded Claim or Proceeding, arising from or relating in any way to the Credit. The term **"Claim"** is to be given the broadest possible meaning and includes claims of every kind and nature. **"Claims"** can seek relief of any type. A party does not waive the right to require arbitration of a new Claim by bringing a Claim in a lawsuit or failing to require arbitration of another Claim. Notwithstanding the broad definition of "Claim" set forth above, a **"Claim"** shall not include any self-help or non-judicial remedy, including but not limited to acceleration of the Credit, non-judicial foreclosure, self-help repossession and/or set-off; and shall not include any individual judicial action by a party that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

"Excluded Claim or Proceeding" means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) any action to effect a judicial or quasi-judicial foreclosure; (3) any eviction or other summary proceeding to secure possession of real property securing a Credit; (4) any action to assert, collect, protect, realize upon or obtain possession of the collateral for a Credit in any bankruptcy proceeding; (5) any action to quiet title; (6) any action to the extent that it seeks provisional or ancillary remedies in connection with any of the foregoing; and (7) any individual action to prohibit any of the foregoing so long as it does not involve a request for damages or monetary relief of any kind.

"Administrator" means the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, as selected in accordance with this Provision. However, if both the NAF and AAA are unable to serve, the parties may agree upon another Administrator or, if they are unable to agree, a court shall determine the Administrator. No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Provision.

"Notice Address" means the address that must be used for giving all notices under this Provision (other than notices given in lawsuits, which may be given in accordance with the rules of the court). The initial Notice Address for you is the latest address we have in our files. The initial Notice Address for us is : SUNTRUST BANK, 303 Peachtree Street N.E., Suite 3600, Atlanta, Georgia 30308, attn: General Counsel, although we may give you notice at any time that we have changed our Notice Address.

2. **STARTING AN ARBITRATION.** To start an arbitration, you or we must give written notice of an election to arbitrate, which notice may be given after a lawsuit has been filed and/or in papers filed in the lawsuit. If such a notice is given, the Claim(s) described in the notice shall be resolved by arbitration under this Provision and, to the extent consistent with this Provision, the applicable rules of the Administrator then in effect. If you elect to arbitrate a Claim, you can choose the Administrator in your notice. If we elect to arbitrate a Claim, you can choose the Administrator by giving us written notice of your selection within 20 days after the date of our notice; and we shall choose the Administrator if you do not timely do so. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be an attorney with at least ten years of experience or a retired judge unless the parties agree otherwise. Any party who wrongfully fails to comply with this Provision shall be liable to the other party for all reasonable costs, including attorneys' fees, incurred in enforcing this Provision.

3. **LOCATION AND COSTS.** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. So long as you act in good faith, we will bear any arbitration filing, administrative, hearing and similar fees which you are required to pay to pursue a Claim (whether the fees are incurred in the initial arbitration proceeding or in an appeal to a panel of arbitrators), to the extent that you would not be required to bear such fees in an appropriate court of law. Subject to the last sentence of Section 2 hereof, each party must pay for its own attorneys, experts and witnesses, regardless of who wins the arbitration, except where applicable law and/or the Administrator's rules provide otherwise.

4. **GOVERNING LAW; OBTAINING INFORMATION (DISCOVERY).** This Provision involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. (the "FAA"), and not federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. However, the laws of the state of "Governing Law" or similar terminology in your loan documents shall apply to the extent, and only to the extent, that state law is applicable under, and not preempted by, the FAA. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitation and privilege rules related to any Claim. The arbitrator shall award the remedies, if any,

ACCESS 3 EQUITY LINE ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT
(Continued)

[redacted]

that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

5. **NO CLASS ACTIONS, ETC.** Notwithstanding any other provision in this Provision to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; or (b) to join or consolidate Claims with claims of any person other than you. No arbitrator shall have authority to conduct any arbitration in violation of this provision.

6. **EFFECT OF ARBITRATION AWARD.** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than $50,000, in which event any party may appeal the award (regardless of the amount) to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed, and whose decision will be final and binding except for any appeal right under the FAA.

7. **CONTINUED EFFECT OF ARBITRATION PROVISION; SEVERABILITY; CONFLICTS.** This Provision shall survive (1) any modification, extension or forbearance of or under the Credit documents; (2) your full repayment of the Credit; (3) any sale or transfer of the Credit; (4) any foreclosure or other legal proceeding by us to collect a debt owed by you; (5) the transfer of any property securing the Credit; (6) any bankruptcy (except where prohibited by bankruptcy law); and (7) any rescission by you or attempt by you to rescind the Credit pursuant to any applicable law. If any portion of this Provision (other than Section 5(a)) cannot be enforced, the rest of this Provision will continue to apply. However, if Section 5(a) is held invalid in a proceeding in which you and we are involved, subject to the right to appeal such holding, the entire Provision (except this sentence) shall be null and void with respect to such proceeding.

Governing Law. This Agreement will be governed by federal law applicable to us and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Agreement has been accepted by us in the Commonwealth of Virginia.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Interpretation. You agree that this Agreement, together with the Security Deed and related documents, is the best evidence of your agreements with us. If we go to court for any reason, we can use a copy, filmed or electronic, of any Periodic Statement, this Agreement, the Security Deed or any other document to prove the nature of our agreements, what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current Periodic Statement is the best evidence of your obligation to pay.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Acknowledgment. You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read and understand this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "What you should know about Home Equity Lines of Credit" given at the time of application.

This Agreement is dated January 31, 2008.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X______________________________**(Seal)**
BARRY S WEBB

Any areas where this is present represent redacted information.

BILLING ERROR RIGHTS

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at

SunTrust Bank
Credit Line
P.O. Box 85160
Richmond, VA 23285-5160

or at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, *including finance charges, and we can apply any unpaid amount against your Credit Limit.* You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within one hundred (100) miles of your current mailing address; and

(b) The purchase price must have been more than $50.00.

The limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - VA I:\LPRO\CFI\LPL\D25.FC TR-536225 PR-ACCN

[redacted]

WHEN RECORDED MAIL TO:
SunTrust Bank
TransUnion Settlement Solutions
5300 Brandywine Pkwy, Suite 100
Wilmington, DE 19803
Nashville, ... ---3

EXHIBIT B

FOR RECORDER'S USE ONLY

Page 1

This Deed of Trust prepared by: Diana Bas[redacted], Loan Document Specialist, SunTrust Bank

SUNTRUST

[redacted]

DEED OF TRUST

THIS IS A CREDIT LINE DEED OF TRUST

Maximum aggregate amount of principal to be secured hereby at any one time: $50,000.00

Name and address of Noteholder secured hereby:

SunTrust Bank
CLSC - Richmond
1001 Semmes Ave
Richmond, VA 23224

THIS DEED OF TRUST is dated January 31, 2008, among BARRY S WEBB, whose address is 285 TURKEY RIDGE ROAD, CHARLOTTESVILLE, VA 229039727 ("Grantor"); SunTrust Bank, whose address is CLSC - Richmond, 1001 Semmes Ave, Richmond, VA 23224 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CECIL B STONE, a resident of Virginia, whose address is 1001 SEMMES AVENUE, RICHMOND, VA 23224 and SHEILA THOMPSON, a resident of Virginia, whose address is 1001 SEMMES AVENUE, RICHMOND, VA 23224 ("Grantee," also referred to below as "Trustee"), either of whom may act.

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Lender as Beneficiary, all of Grantor's present and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in (County/City of) ALBEMARLE, Commonwealth of Virginia:

> See the exhibit or other description document which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 285 TURKEY RIDGE RD, CHARLOTTESVILLE, VA 229039727. TAX ID: 07300-01-00-06700

REVOLVING LINE OF CREDIT. This Deed of Trust secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as

Any areas where this is present represent redacted information.

EXHIBIT
B
tabbies

Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

FUTURE ADVANCES. In addition to the amounts specified in the Credit Agreement, this Deed of Trust also secures future advances.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) acting as Lender's agent, collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

[redacted]

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphemyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Deed of Trust to be in default.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF

Any areas where this is present
represent redacted information.

THE PROPERTY CONVEYED. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Virginia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. All policies shall provide that the policies shall not be invalidated by any waiver of the right of subrogation by any insured and shall provide that the carrier shall have no right to be subrogated to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the

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casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants generally that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

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represent redacted information.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation. The existing obligation has a current principal balance of approximately $200,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

Conduct of Proceedings. If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Deed of Trust, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Deed of Trust. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Deed of Trust shall not affect the lien of this Deed of Trust.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon

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this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Grantor will be in default under this Deed of Trust if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required

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insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable. This right is in addition to all other rights given to holders of promissory notes under Title 55 of the Code of Virginia.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Grantor expressly waives and releases any requirement or obligation that Lender or Trustee present evidence or otherwise proceed before any court or other judicial or quasi-judicial body as a precondition to or otherwise incident to the exercise of the powers of sale authorized by this Credit Line Deed of Trust. The proceeds of sale shall be applied by Trustee as follows: (a) first, to pay all proper advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee, attorneys' fees, and all other expenses of sale incurred in or about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the rate provided in the Credit Agreement, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a reasonable Trustee's commission; (b) second, to pay the whole amount then remaining unpaid on the Indebtedness; (c) third, to pay liens of record against the Property according to their priority of lien and to the extent that funds remaining in Trustee's hands are available; and (d) last, to pay the remainder of the proceeds, if any, to Grantor, Grantor's heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of

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the Personal Property is to be made. Reasonable notice shall mean notice given at least fourteen (14) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, a reasonable Trustee's commission and reasonable attorney fees incurred by the Trustee in performing its duties under the Deed of Trust, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee (and each of them if more than one) shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, at any time hereafter and without prior notice and without specifying any reason, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office in the jurisdiction where this Deed of Trust has been recorded. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name of the successor trustee and the county, city or town in which he or she resides, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Power to Act Separately. If more than one Trustee is named in this Deed of Trust, any Trustee may act alone, without the joinder of any other Trustee, to exercise any or all the powers given to the Trustees collectively in this Deed of Trust or by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law),

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when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

LOSS OF PRIORITY AS TO FUTURE ADVANCES. If you request a modification of the Security Instrument or if a judgment lien or other lien is placed against the Property with the result in either case that our security interest in the Property loses priority as to future advances over subsequently recorded deeds of trust, or other liens, we shall have the right to suspend additional extensions of credit or reduce your credit limit as well as the right to exercise our other rights under this agreement.

ARBITRATION CLAUSE. READ THIS PROVISION CAREFULLY; IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS WE HAVE AGAINST EACH OTHER ARE RESOLVED. For a Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

1. **DEFINITIONS.** As used in this Provision:

"**You**" and "**your**" means the persons obligated to repay the Credit.

"**We**", "**us**" and "**our**" means: (1) SunTrust Bank; (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above.

"**Covered Provider**" means any third party that provides any product or service in connection with the Credit if (and only if) such third party is named as a co-party with us in a Claim asserted by you.

"**Credit**" means the loan or other credit extension you are receiving under this agreement or note and any prior loan or credit extension you have received from us.

"**Claim**" means any claim, dispute or controversy between you and us, other than any Excluded Claim or Proceeding, arising from or relating in any way to the Credit. The term "**Claim**" is to be given the broadest possible meaning and includes claims of every kind and nature. "**Claims**" can seek relief of any type. A party does not waive the right to require arbitration of a new Claim by bringing a Claim in a lawsuit or failing to require arbitration of another Claim. Notwithstanding the broad definition of "Claim" set forth above, a "**Claim**" shall not include any self-help or non-judicial remedy, including but not limited to acceleration of the Credit, non-judicial foreclosure, self-help repossession and/or set-off; and shall not include any individual judicial action by a party that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

"**Excluded Claim or Proceeding**" means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) any action to effect a judicial or quasi-judicial foreclosure; (3) any eviction or other summary proceeding to secure possession of real property securing a Credit; (4) any action to assert, collect, protect, realize upon or obtain possession of the collateral for a Credit in any bankruptcy proceeding; (5) any action to quiet title; (6) any action to the extent that it seeks provisional or ancillary remedies in connection with any of the foregoing; and (7) any individual action to prohibit any of the foregoing so long as it does not involve a request for damages or monetary relief of any kind.

"**Administrator**" means the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, as selected in accordance with this Provision. However, if both the NAF and AAA are unable to serve, the parties may agree upon another Administrator or, if they are unable to agree, a court shall determine the Administrator. No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Provision.

"**Notice Address**" means the address that must be used for giving all notices under this Provision (other than notices given in lawsuits, which may be given in accordance with the rules of the court). The initial Notice Address for you is the latest address we have in our files. The initial Notice Address for us is : SUNTRUST BANK, 303 Peachtree Street N.E., Suite 3600, Atlanta, Georgia 30308, attn: General Counsel, although we may give you notice at any time that we have changed our Notice

Address.

2. **STARTING AN ARBITRATION.** To start an arbitration, you or we must give written notice of an election to arbitrate, which notice may be given after a lawsuit has been filed and/or in papers filed in the lawsuit. If such a notice is given, the Claim(s) described in the notice shall be resolved by arbitration under this Provision and, to the extent consistent with this Provision, the applicable rules of the Administrator then in effect. If you elect to arbitrate a Claim, you can choose the Administrator in your notice. If we elect to arbitrate a Claim, you can choose the Administrator by giving us written notice of your selection within 20 days after the date of our notice; and we shall choose the Administrator if you do not timely do so. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be an attorney with at least ten years of experience or a retired judge unless the parties agree otherwise. Any party who wrongfully fails to comply with this Provision shall be liable to the other party for all reasonable costs, including attorneys' fees, incurred in enforcing this Provision.

3. **LOCATION AND COSTS.** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. So long as you act in good faith, we will bear any arbitration filing, administrative, hearing and similar fees which you are required to pay to pursue a Claim (whether the fees are incurred in the initial arbitration proceeding or in an appeal to a panel of arbitrators), to the extent that you would not be required to bear such fees in an appropriate court of law. Subject to the last sentence of Section 2 hereof, each party must pay for its own attorneys, experts and witnesses, regardless of who wins the arbitration, except where applicable law and/or the Administrator's rules provide otherwise.

4. **GOVERNING LAW; OBTAINING INFORMATION (DISCOVERY).** This Provision involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq.* (the "FAA"), and not federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. However, the laws of the state of "Governing Law" or similar terminology in your loan documents shall apply to the extent, and only to the extent, that state law is applicable under, and not preempted by, the FAA. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitation and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

5. **NO CLASS ACTIONS, ETC.** Notwithstanding any other provision in this Provision to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; or (b) to join or consolidate Claims with claims of any person other than you. No arbitrator shall have authority to conduct any arbitration in violation of this provision.

6. **EFFECT OF ARBITRATION AWARD.** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than $50,000, in which event any party may appeal the award (regardless of the amount) to a three-arbitrator panel appointed by the Administrator, which will reconsider *de novo* any aspect of the initial award that is appealed, and whose decision will be final and binding except for any appeal right under the FAA.

7. **CONTINUED EFFECT OF ARBITRATION PROVISION; SEVERABILITY; CONFLICTS.** This Provision shall survive (1) any modification, extension or forbearance of or under the Credit documents; (2) your full repayment of the Credit; (3) any sale or transfer of the Credit; (4) any foreclosure or other legal proceeding by us to collect a debt owed by you; (5) the transfer of any property securing the Credit; (6) any bankruptcy (except where prohibited by bankruptcy law); and (7) any rescission by you or attempt by you to rescind the Credit pursuant to any applicable law. If any portion of this Provision (other than Section 5(a)) cannot be enforced, the rest of this Provision will continue to apply. However, if Section 5(a) is held invalid in a proceeding in which you and we are involved, subject to the right to appeal such holding, the entire Provision (except this sentence) shall be null and void with respect to such proceeding.

MATURITY DATE. The maturity date of the obligations secured by this Security Instrument is 30 years from the date of this Security Instrument, as first stated above.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be

Any areas where this is present represent redacted information.

effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. **This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the Commonwealth of Virginia.**

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Non-Liability of Lender. The relationship between Grantor and Lender created by this Deed of Trust is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the Commonwealth of Virginia as to all Indebtedness secured by this Deed of Trust.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means SunTrust Bank, and its successors and assigns.

Borrower. The word "Borrower" means BARRY S WEBB and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated January 31, 2008, **with credit limit of $50,000.00** from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

[redacted]

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means BARRY S WEBB.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means SunTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means CECIL B STONE, whose address is 1001 SEMMES AVENUE, RICHMOND, VA 23224 and SHEILA THOMPSON, whose address is 1001 SEMMES AVENUE, RICHMOND, VA 23224 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

Any areas where this is present represent redacted information.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X [signature] (Seal)
BARRY S WEBB

JANE LIGHTFOOT
Notary Public
Commonwealth of Virginia
My Commission Expires Sep 30, 2011

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Virginia)
) SS
COUNTY OF Albemarle)

On this day before me, the undersigned Notary Public, personally appeared **BARRY S WEBB**, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of January, 2008.

By [signature] Residing at Charlottesville VA

Notary Public in and for SunTrust My commission expires 9-30-11

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Stewart Title Guaranty Company

Commitment Number: [redacted]

SCHEDULE C
PROPERTY DESCRIPTION

[redacted]

The land referred to in this Commitment is described as follows:

All that certain lot or parcel of land situated in Albemarle County, Virginia, together with the appurtenances thereto belonging, designated as Lot No. 67, Section 2 of Peacock Hill Subdivision on a plat of John McNair and Associates, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 589, pages 212 through 219.

Being the same property acquired by deed from Barry S. Webb and Amy M. Webb, dated July 15, 2003, recorded May 13, 2004, in Deed Book 2750, page 20, among the land records of the County of Albemarle, Virginia.

RECORDED IN CLERKS OFFICE OF
ALBEMARLE COUNTY ON
March 25,2008 AT 10:12:26 AM
$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE §58.1-802
STATE: $0.00 LOCAL: $0.00
ALBEMARLE COUNTY, VA
DEBRA M. SHIPP, CLERK
BY: P. Monahan DC

Any areas where this is present represent redacted information.

EXHIBIT: C

Post-Default Payment History

TRANSACTION DATE	AMOUNT RECEIVED	DATE FUNDS APPLIED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	AMOUNT APPLIED TO FEES	TOTAL AMOUNT APPLIED	SUSPENSE
NO PAYMENTS MADE					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
					$0.00	$0.00	$0.00	
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TOTAL:	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

tabbies EXHIBIT C

EXHIBIT: D

Post-Petition Fee Breakdown Addendum

DESCRIPTION OF FEE OR CHARGE	DATE INCURRED	AMOUNT
Late Charge Fee	8/1/2016	$8.22
Late Charge Fee	9/1/2016	$8.39
Late Charge Fee	10/3/2016	$8.40
TOTAL FEES AND CHARGES DUE		$58.36

EXHIBIT
tabbies
D

EXHIBIT: E

Post-Petition Taxes-Insurance Advances Addendum

DESCRIPTION OF TAX OR INSURANCE ADVANCE	DATE INCURRED	AMOUNT
No Tax or Insurance Advance	N/A	$0.00
TOTAL TAX OR INSURANCE ADVANCE		**$0.00**

EXHIBIT
tabbies
E